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AGREEMENT

BETWEEN

HOLLAND TOWNSHIP EDUCATION ASSOCIATION

AND

HOLLAND TOWNSHIP BOARD OF EDUCATION

✓ July 1, 1981

TO

LIBRARY
Institute of Management and
Labor Relations

✗ June 30, 1983

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RUTGERS UNIVERSITY

HOLLAND TWSP. BOARD OF EDUCATION
R.D. 4 BOX 168
MILFORD, N.J. 08848

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TABLE OF CONTENTS

	<u>Page</u>
Preamble	1
ARTICLE I Recognition	1
ARTICLE II Negotiation Procedure	2
ARTICLE III Grievance Procedure	3
ARTICLE IV Teachers' Rights & Responsibilities	7
ARTICLE V Association Rights and Privileges	8
ARTICLE VI Board Rights	9
ARTICLE VII Teaching Hours & Teaching Loads	10
ARTICLE VIII Work Year	11
ARTICLE IX Non-Teaching Duties	12
ARTICLE X Miscellaneous Salary Considerations	12
ARTICLE XI Voluntary Reassignments	13
ARTICLE XII Involuntary Reassignments	13
ARTICLE XIII Teaching Evaluation	14
ARTICLE XIV Sick Leave	14
ARTICLE XV Temporary Leaves of Absence	16
ARTICLE XVI Extended Leaves of Absence	17
ARTICLE XVII Sabbatical Leaves	19
ARTICLE XVIII Professional Growth and Development	21
ARTICLE XIX Insurance Protection	22
ARTICLE XX Representation Fee in Lieu of Dues for Non-Member Employees	22
ARTICLE XXI Summer School	20
ARTICLE XXII Miscellaneous Provisions	24
ARTICLE XXIII Duration of Agreement	25
Schedule A	26
Aides Wage Guide	26
SALARY GUIDE 1981-82	27
SALARY GUIDE 1982-83	28

PREAMBLE

This Agreement entered into this day of
1981 by and between the Board of Education of Holland Township, Township of
Holland, County of Hunterdon, New Jersey, hereinafter called the Board, and
the Holland Township Education Association, hereinafter called the Association.

ARTICLE I

RECOGNITION

The Board and Association agree that the welfare of the children of
the Holland Township School is paramount in the operation of the school and
will be promoted by both parties.

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all of the certificated personnel under contract and the full-time aides.

The following positions are excluded from the bargaining unit:

1. Superintendent
2. Principal
3. Board Secretary/Business Manager
4. Board Bookkeeper/Clerk

Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall include female teachers.

Unless otherwise noted, all articles apply to all employees recognized in this Agreement.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations for a successor agreement in accordance with N.J.A.C. 19:12-2.1 in a good faith effort to reach agreement concerning the terms and conditions of teachers' employment. Any agreement so negotiated shall apply to all teachers as defined in ARTICLE I, Recognition, be reduced to writing, and be signed by authorized representatives of the Board and the Association.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties

mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.

C. 1. Representatives of the Board and the Association's negotiating committee shall meet at the mutual consent of both parties for the purpose of considering any amendments to this Agreement. These meetings are not intended to by-pass the grievance procedure.

2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.

3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by authorized representatives of the Board and the Association, and be adopted by both parties.

D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement with any organization other than the Association for the duration of this Agreement.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim by a teacher, a group of teachers, or the Association based upon an alleged violation, interpretation or application of this Agreement, policies or administrative decisions affecting a teacher, a group of teachers or the Association.

B. Purpose

Any individual member of the Association shall have the right to appeal any violation, interpretation or application of this Agreement, policy and administrative decision affecting him through administrative channels. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of the Association or another person of his own choosing currently employed by the Board to appear with him or for him at steps one and two. At steps three and four, he may appear with anyone of his own choosing providing a representative of the Association is present.

C. Procedure

1. Any grievant or his representative(s) shall, within seven (7) school days discuss the grievance first with the Superintendent or Principal in an attempt to resolve the matter informally at that level, and have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. It is understood that if a grievance occurs at the termination of the school year, the period allowed shall not exceed ten (10) calendar days.

2. If, as a result of the discussion held at step one (1), the matter is not resolved to the satisfaction of the grievant, within five (5) school days he shall set forth his complaint in writing to the Superintendent stating the nature of the grievance. Articles and sections of the Agreement or policies allegedly violated shall also be stated in writing along with the possible remedy. Administrative decisions shall be handled in the same manner when in dispute.

Within two (2) days of the receipt of the letter at a mutually agreed-upon time, a meeting will be held between the grievant and/or his official

representative(s) and the Superintendent or his designee in an attempt to settle the grievance.

The Superintendent shall communicate his decision with reasons within three (3) school days after the completion of the meeting. When a grievance occurs at the end of the school year, the periods allowed shall not exceed three (3) calendar days.

3. If the grievance is not resolved to the grievant's satisfaction, he may request, within fifteen (15) school days, a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board or a committee thereof shall review the grievance, hold a hearing with the grievant and/or his representative if requested within seven (7) school days and the Board shall render a decision with reasons in writing within fifteen (15) school days of the review or hearing or next Board meeting. If this falls at the termination of the school year the period allowed shall not exceed fifteen (15) calendar days.

4. Any grievance not resolved to the satisfaction of the grievant or grievants in the third step of the grievance procedure may be submitted to arbitration within fifteen (15) calendar days after receipt of the third step answer. The parties will be bound by the rules and procedures of the American Arbitration Association. The only grievances which may be arbitrated are those based upon an allegation that there has been a violation of the terms of this Agreement as it related to this Article, section A, with the exception of issues relating to Board policy which shall be excluded from binding arbitration.

5. The arbitrator shall hold hearings promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearings, or from the date of receipt of final statements or proofs. The

arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusions only on the issues submitted.

6. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall be limited to the issues submitted to him and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the Agreement between the parties. His decision shall be final and binding on both parties. No grievant or member of the Association shall have the right to refuse a directive from the Superintendent or Administration until the grievance has been properly determined.

7. All costs for the services of the arbitrator shall be borne equally by the Board and the Association except a transcript of the hearing shall be borne by the party requesting the transcript.

D. Miscellaneous

1. Those meetings and hearings pertaining to the grievance procedure shall be conducted in closed session and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

2. The above time limits on any step may be extended or reduced by mutual agreement.

3. Within the grievance procedure nowhere shall it be interpreted that the Board or Administration has relinquished legal prerogatives.

4. The grievant does not have the right to refuse an administrative directive on the grounds that he has instituted a grievance.

5. In the case of a grievance filed by two or more teachers, participation in the arbitration proceedings will be limited to one teacher acting as a party in interest, plus his representative.

6. Every effort will be made to hold the arbitration hearings in the school building during normal school hours.

ARTICLE IV

TEACHERS' RIGHTS & RESPONSIBILITIES

A. Pursuant to N.J.S.A. 34:13A-1 et seq. the Board hereby agrees that every employee of the Board except those prohibited by law shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations.

The Board shall not deprive any teacher the enjoyment of any rights conferred by N.J.S.A. 34:13A-2 et seq. or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates.

B. No teacher shall be prevented from wearing official pins or other identification of membership in the Association or its affiliates.

C. A teacher shall have the right for the purpose of school duties to use the school facilities and equipment, manual typewriters, mimeographing machines, calculating machines and all types of audiovisual equipment between 7:30 a.m. and 5:00 p.m. on school days or other days when the school is open.

D. The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Holland Township School District based upon his professional judgment of available criteria pertinent to any given area or activity to which he is responsible. No grade or evaluation shall be changed prior to consultation with teacher, child study team, and school administration.

E. Whenever a parent or student has a complaint against a teacher, the teacher shall be informed immediately and then have an opportunity to discuss the problem with the parent and/or student and administration before any action is decided upon.

F. No teacher shall be disciplined, discharged, reprimanded, reduced in rank or compensation or deprived of any professional advantages granted in this Agreement, or given an adverse evaluation of his professional services, without a written explanation and just cause. Within two (2) school days prior to any scheduled meetings concerning any of these matters, the employees will be given written notice of the reasons for such a meeting or interview and shall be entitled to have representative(s) of the Association present to advise him and represent him during such meetings or interview.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Released Time for Meetings

No teacher shall suffer any loss in pay for participating in negotiations or grievance proceedings during working hours. Nor shall he suffer loss of pay for attending conferences and meetings which have been approved by the administration.

B. Use of School Buildings

The Association and its representatives shall have the right to use the school building at reasonable times for meetings with prior administrative approval. No additional custodial costs shall result from these meetings.

C. Use of School Equipment

The Association shall have the right to use the following school equipment: Manual typewriters, mimeographing machines, calculating machines and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. For other than routine matters, prior administrative approval is needed. The Association shall pay for the actual cost of all materials and supplies incident to such use and for any repairs necessitated as a result of abuse. The right is limited to local Association business.

D. Bulletin Boards

The Association shall have the use of a bulletin board in the faculty lounge.

E. Mail Facilities and Mail Boxes

The Association shall have the right to use the intraschool mail facilities and school mail boxes as it deems necessary.

F. Association Meetings

The Association shall* have the right to meet one Wednesday of every month to be mutually agreed upon with the administration and have the use of school facilities for such meetings. These meetings will not begin earlier than 3:40 p.m. Other meetings requiring the attendance of Association members will not be scheduled for this time.

ARTICLE VI

BOARD RIGHTS

A. The Board retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (1) to direct teachers of the school district; (2) to hire, promote, transfer, assign, and retain teachers in positions in the school district; and for just cause, to suspend, demote, discharge, or take other disciplinary actions against teachers; (3) to relieve teachers from duty because of lack of work; (4) to maintain efficiency of the school district operations entrusted to them; (5) to determine the methods means and personnel by which such operations are to be conducted; and (6) to take whatever actions may be necessary to carry out the objectives of the school district in situations of emergency.

B. No lockout of teachers shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement, no Association member will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts or slow-downs or picketing which would involve suspension of, or interference with the normal work of the Board. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist

C. It is understood by all parties that the Association expressly agrees that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the "sanction." The parties also agree that during the period of negotiations the only publicity accorded the negotiations by the parties will consist of a joint press release stating "no comment."

D. It is understood by all parties to the Agreement that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

ARTICLE VII

TEACHING HOURS AND TEACHING LOADS

A. 1. Teachers shall be required to sign in and sign out upon arrival and departure from the school building.

2. Aides shall be required to submit a weekly timesheet.

B. 1. The total in-school workday for all teachers will be seven (7) hours and twenty-five (25) minutes. Teachers must be in their rooms when the first student arrives. At the conclusion of the day, teachers will remain in their rooms until all students under their supervision have been called for bus loading and then shall remain in the school until the completion of the 7 hour and 25 minute day. On the school day preceding holidays or recesses, the teacher's day shall end when the last bus leaves. In case of emergency, teachers will remain in their rooms until the last student leaves.

2. The total in-school workday for all aides will be seven (7) hours.

C. Teachers are expected to be available as needed for meetings with the students, parents, and/or their administrators either before or after the above times in Paragraph B. Meetings with students and parents will be arranged by mutual consent.

D. Teachers may be required to extend the in-school work day from seven (7) hours and twenty-five (25) minutes to eight (8) hours and fifteen (15) minutes

without additional compensation for the purpose of attending faculty or other professional meetings, up to a maximum of twenty (20) days per school year. Such meetings may be extended beyond this time by mutual consent. A faculty or professional meeting is defined as a meeting approved by the Administration and called by the Board, Administration, or Administration's designee(s) to discuss topics of concern to the school district. If additional meetings are required, in excess of the twenty (20) days aforementioned, students shall arrive later or be dismissed earlier.

E. Teachers will be available for at least two (2) evening parent-teacher conferences per year. On these days students will be dismissed early.

F. 1. Every teacher shall have a duty-free lunch period. Teachers may leave the building during their duty-free lunch period.

2. Every aide shall have an uninterrupted lunch period. Aides may leave the building during their lunch period.

G. Teachers participating in extra-curricular activities which extend beyond the regularly scheduled in-school day be voluntary and shall be compensated according to the rate of pay in Schedule A.

H. The practice of using a regular teacher as a substitute thereby depriving him of his preparation period is undesirable and should be discouraged.

ARTICLE VIII

WORK YEAR

A. The in-school work year for teachers, except for new personnel, shall not exceed 185 days, unless mandated by State statutes, rules and regulations, or unless an emergency beyond the control of the Board exists in the school district.

B. The in-school work year for aides may be a maximum of 181 days.

ARTICLE IX

NON-TEACHING DUTIES

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

A. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal or immediate supervisor so that appropriate insurance will be in effect.

B. Teachers shall not be required to perform the following duties on a regularly scheduled basis:

1. Non-teaching assignments, specifically supervision of cafeteria, bus loading or unloading outside the building.

2. Duplicating instructional and other materials; keeping attendance registers.

3. Correcting standardized computerized tests used at the direction of the Board or the Administration.

4. Filing any records or materials in a pupil's permanent record.

C. Detention shall be paid at the hourly rate of \$9.04 in the first year and \$10.01 in the second year as per assistant director position in Schedule A.

D. The Board and Association acknowledge that an aide's primary responsibility is to assist the teacher and that his energies should, to the extent possible, be utilized to this end, and aides shall not be required to proctor in-school suspensions.

ARTICLE X

MISCELLANEOUS SALARY CONSIDERATIONS

A. Degrees Recognized

Degrees must be acceptable for certification by the Commissioner of Education.

- B. 1. Each new teacher shall be placed on his proper step on the guide.
2. Military experience allowance up to four (4) years.
3. Adjustment to new column with new contract. A new contract will be issued up to September 1.

4. Official transcripts and course descriptions must be presented for evaluation before shift to another column.

C. Biweekly Pay

Teachers shall be paid on a biweekly basis.

D. Bedside Instruction

The pupil's classroom or homeroom teacher shall receive first consideration for bedside or home instruction and be reimbursed at a rate of \$12.00 per hour and twenty-three (23) cents per mile for travel.

E. Hunterdon County Credit Union Deductions

Teachers who desire to have any deductions made from their compensation for payment to the Credit Union shall indicate in writing along with the proper forms to the Board Secretary/Business Manager, and regular deductions shall be made and transmitted to the Treasurer of the Credit Union. Any such written authorization may be withdrawn upon filing notice of such withdrawal with the Board Secretary/Business Manager. Changes in status shall be made on or before June 1 and/or January 1.

ARTICLE XI

VOLUNTARY REASSIGNMENTS

Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent not later than January 30th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned in order of preference.

ARTICLE XII

INVOLUNTARY REASSIGNMENTS

A. Notice

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent at which time the teacher shall be

notified of the reason thereof. The impact of the transfer shall be discussed with individuals involved, and steps shall be taken to insure the best working conditions for all teachers affected in these transfers and assignments. The transfers shall not conflict with the instructional requirements and best interests of the school system and the pupils. Notice of an involuntary transfer or reassignment shall be given to teachers sixty (60) days prior to when the reassignment will take effect.

ARTICLE XIII

TEACHER EVALUATION

1. All observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. A teacher shall be given a copy of any class visit or evaluation report at least one (1) day before any conference. Reports shall be signed by the evaluator and teacher. The teacher shall receive a copy of such reports.

3. Non-tenure teachers shall be evaluated at least four (4) times in each school year, to be followed in each instance by a written evaluation report and by a conference. Observations shall occur at intervals of no less than ten (10) school days.

4. Tenure teachers shall be evaluated at least one (1) time in each school year, to be followed by a written evaluation report and by a conference.

5. A teacher shall have the right, upon request, to review the contents of his personnel file.

Any complaints regarding a teacher made to any member of the administration by any parent, student or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint.

ARTICLE XIV

SICK LEAVE

A. Personal Illness

All teachers covered under this contract who are steadily employed by

the Board shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year. All days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

B. Sick Leave Accumulated in Another District

No "carry over" sick leave from another district will be recognized.

C. Doctor's Certificate

A doctor's certificate shall be filed for any sick leave beyond a three (3) day period.

D. Quarantine

An employee is expected to remove himself from contagion. Should a teacher be absent because of quarantine by the Board of Health, no deduction in pay or sick leave shall be made.

E. The Board agrees to implement a retirement benefit program which shall commence on July 1, 1979.

1. Eligibility

All full-time employees who have accumulated a minimum of ninety (90) unused sick days at the time of retirement from the district and are eligible for pension benefits as defined by Title 18A:66-1 et seq. "Teacher Pension and Annuity Fund" or "Public Employees Retirement Fund".

2. Benefits

Each eligible employee shall receive a retirement benefit of \$30.00 per day for teachers or \$25.00 per day for aides for each eight (8) days accumulated unused sick leave beyond the minimum ninety (90) days.

3. Payment date

Retirement benefit payments shall be made in a lump sum by July 1 next following the school year in which the eligible employee terminates. Such payment shall be in addition to such annual salary for the year in which he/she terminates.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

A. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section.

A personal leave day shall not be granted for the day preceding or the day following holidays, and on workshop days (excluding first day of deer hunting), except in cases of emergencies as determined by the Principal.

B. Up to one (1) day for the purpose of visiting other schools.

C. Five (5) days absence with pay will be allowed in one school year for death in the immediate family. This allowance cannot be accumulated from year to year. Immediate family means: husband, wife, child, father and mother, brothers and sisters, grandfather, grandmother and grandchild, father-in-law, mother-in-law, and any other person who has lived in the home of the teacher for a considerable length of time preceding death.

D. Time off without loss of pay for one (1) representative of the Association for one (1) day per year to attend meetings of State and County affiliated educational organizations.

E. Other leaves of absence with pay may be granted by the Administration for good reasons, with Association knowledge.

F. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the teacher is entitled.

G. An employee who is called for jury duty or is required by law to attend court sessions as a properly subpoenaed witness or on behalf of Federal, State,

County, or Municipal agencies, except in actions against the Board initiated by the Association or members of the Association, shall be allowed such absences without loss of pay. Any reimbursement from the courts, excluding expenses for the above duty, will be paid to the Board Secretary/Business Manager.

ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

A. International and Federal Programs

A leave of absence without pay of up to two (2) years may be granted by the Board to any teacher who joins the Peace Corps, Vista, National Teachers Corps., or serves as an exchange teacher or overseas teacher and is a full-time participant in any of the above programs or has accepted a Fulbright scholarship.

B. Military Leave

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

C. Maternity Leave

All pregnant employees shall notify the Superintendent as soon as pregnancy is determined. At that time the teacher shall specify, in writing, the date on which she intends to commence leave, and the date on which she intends to return after the birth, with the maximum leave being eighteen (18) months. Non-tenured teachers with less than two (2) years service will be granted a maternity leave up to the end of their contract year. The Board may require any employee to produce a certification from a physician to support the requested leave dates. The Board may remove any pregnant teacher from her duties if her physical condition or capacity is such that her health would be impaired were she to continue working. Such physical incapacity shall be deemed to exist only if the pregnant teacher fails to produce a certification from her physician that she is medically able to continue working.

In cases of interrupted pregnancy or stillbirth, the maternity leave

of absence may be terminated by the Board at the teacher's request, provided the teacher's physician certified that she is in good health and capable of performing her required duties. Where an interrupted pregnancy occurs in the case of a teacher who has not taken a leave of absence because she is unaware of her pregnancy, the teacher will ask for a leave of absence and return when her physician certifies she is in good health and is capable of performing her required duties.

Adoption

Any teacher adopting a pre-school age child shall receive similar leave which shall commence upon her receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption.

Substituting

No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the area of her certification or competence, providing the attending physician certifies she is capable of performing her required duties.

D. Other Leaves

Other leaves of absence without pay may be granted by the Board for good reason.

E. Return from Leave

1. Salary

Upon return from military leave and leaves associated with international and federal programs, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided however, that time spent on such leave shall not count toward fulfillment of the time requirements for tenure.

2. Upon return from maternity leave, only presently employed teachers who have at least two (2) years of service with the Holland Township School District shall be placed on the salary schedule at the level he would have achieved if he had not been absent. All other teachers shall be placed on the salary schedule with no movement on the guide for time absent.

3. Benefits

All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave of absence and credits toward sabbatical eligibility, shall be restored to him upon his return. He shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

4. Employee returning from maternity leave will do so at the beginning of the year or the beginning of the third quarter.

F. Extensions and Renewals

All applications for extended leaves or extensions or renewals of leaves shall be in writing. If granted, such approval shall be in writing.

ARTICLE XVII

SABBATICAL LEAVES

A sabbatical leave may be granted to a teacher by the Board for study and/or travel within his related area subject to the following conditions:

1. A sabbatical leave may be granted to one teacher at any one time between September 1 and June 30th.

2. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent no later than December 15th, and action must be taken on or before the regular January meeting of the school year preceding the school year for which the sabbatical leave is requested.

3. The teacher has completed at least seven (7) full school years of service in the Holland Township School District. Seniority in the district and

and the earliest date of application shall be considered when granting a sabbatical leave.

4. Teachers on sabbatical leave (either for one-half of a school year or for a full school year) shall be paid by the Board at fifty (50%) percent of the salary rate which he would have received if he had remained on active duty.

5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of absence, and if he so desires, be given the assignment and position he held prior to the sabbatical leave with the approval of the Superintendent.

6. The professional employee applying for sabbatical leave of absence for the purpose of travel shall comply with the following regulations:

a. Upon application for sabbatical leave of absence for the purpose of travel, the teacher shall submit an itinerary of the proposed trip covered by the period for which the leave is requested.

b. Each month during the leave of absence, the teacher shall submit to the Board through the office of the Superintendent, a letter showing the progress of his or her travel up to that period of time, or any change in itinerary.

c. Visit and observe an average of one school a month during the sabbatical leave. Observe in a minimum of two (2) different classrooms in each school. Observe for a minimum of one (1) hour in each room.

d. At the conclusion of the leave of absence, a written report shall be submitted to the Board through the office of the Superintendent, giving in detail a description of the travel and experience during the leave of absence.

7. A teacher receiving a sabbatical leave must return to Holland Township School to teach for the three (3) years following the completion of the leave. If this obligation is not fulfilled, the Board must be reimbursed by the recipient. (e.g., if a teacher should return from sabbatical leave, teach in Holland Township School for one (1) year, and then leave the system, he must repay the Board 2/3 of the salary

he received during the sabbatical leave.)

8. Failure to comply with the intent of the sabbatical request conferred under the above conditions will be cause for reimbursement to the Board of all salary paid.

ARTICLE XVIII

PROFESSIONAL GROWTH AND DEVELOPMENT

- A. Credits will be paid for by the Board at the satisfactory completion of each Administration-approved course at a rate of 75% for New Jersey State Colleges and 65% for all other colleges.
- B. Approval of Administration must be in writing and in advance of registration.
- C. A limit of twelve (12) credits per year will be paid for between July 1 and June 30.
- D. The Board will pay for one (1) textbook used in an approved course, if the book is not available in the professional library. At the completion of the course, all books will be added to the school's professional library.
- E. To encourage attendance at professional meetings, the Board may grant an expense allowance of up to twenty-two (\$22.00) dollars per day for a teacher attending meetings approved by the Administration. Approval for attendance at these professional meetings must be granted by the Administration in advance. Any meetings exceeding three (3) days in length requires Board approval.
- F. The Board shall pay the full cost, including reasonable expenses for lodging, meals and transportation at 23-cents per mile for any workshops, seminars, conferences, in-service training, or other such sessions which a teacher is required and/or requested by the Administration to attend.
- G. Expenses for the annual NJEA Convention shall be reimbursed by the Board at the rate of twenty (\$20.00) dollars per day, not to exceed three days, per person, not to exceed \$1400 in either 19B1-B2 or 19B2-B3 school year. A certificate of such attendance, signed by the secretary of the Association, shall be submitted to the Board Secretary/Business Manager within two (2) school days following the convention.

ARTICLE XIX

INSURANCE PROTECTION

The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and, in cases were appropriate, for family-plan insurance coverage.

Provisions of the health-care insurance program shall be as follow:

New Jersey Blue Cross-Blue Shield

Rider J

Major Medical Coverage

New Jersey Blue Cross Prescription Program

Should a teacher elect to do so, he may substitute Washington National Insurance in lieu of coverage for dependents. This plan will offer the benefits provided under Plan 1, Class B coverage.

The prescription plan for the duration of the contract will be capped at rates effective July 1, 1981, as follow:

Family	12.65
Parent/Child	8.07
Single	5.21

ARTICLE XX

REPRESENTATION FEE IN LIEU OF DUES FOR NON-MEMBER EMPLOYEES

A. Purpose of Fee

If a teacher does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, such teacher shall be required to pay a representation fee to the Association for that membership year. It is understood that representation fees under this Article shall be deducted prospectively only, beginning on the date of the signing of this Agreement. The purpose of this fee is to offset the teacher's per capita cost of services rendered by the Association as majority representative, not for any Association activities or causes of a partisan political

or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association shall notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee shall not exceed 85% of that amount.

C. Deduction and Payment of Fee

Once during each membership year covered in whole or in part by this Agreement, the Association shall submit to the Board a list of those teachers who have not become members of the Association for the current membership year. The Board shall deduct from the salaries of such teachers the full amount of the representation fee in lieu of dues and shall transmit same to the Association. Such deductions shall be made on or after, but in no case sooner, than the thirtieth (30th) day following the teacher's employment in the bargaining unit and on or after, but in no case sooner, than the tenth (10th) day following re-entry into the bargaining unit for employees who previously served in a position included in the bargaining unit who continued in the employ of the Board in a position outside the bargaining unit and individuals being reemployed in such unit from reemployment lists.

No representation fee deduction shall be made by the Board unless the Association first establishes a demand and return system which provides pro rata returns as described in N.J.S.A. 34:13A-5.5c. The demand and return system shall include a provision by which persons who pay a representation fee in lieu of dues may obtain review of the amount returned through full and fair proceedings placing the burden of proof on the Association. If this demand and return system is not established or maintained during the life of this Agreement, then the Board shall not make the representation fee deductions. The Association agrees to make non-members aware of their legal rights of appeal and of the procedures available for

such an appeal.

The Association shall indemnify and hold harmless the Board against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformity with this Article.

ARTICLE XXI

SUMMER SCHOOL

Summer school sessions shall be a maximum of five (5) weeks, twenty-four (24) day sessions of three and one-half (3½) hours per day with no more than three (3) hours of student contact time. No other fringe benefits shall accrue to summer school employees. Holland Township teachers shall be given right of first refusal. Should Holland Township teachers refuse summer school employment, the Board may employ out of district teachers to fill the positions.

The Board, in its absolute discretion, retains all rights granted in Article VI A. above, as well as all rights and managerial prerogatives granted by law with regard to the implementation, direction and termination of the summer school. Any reduction of hours shall cause a pro rata change in salary. Salary for the 1982 summer school session shall be \$882.00. Salary for the 1983 summer school session shall be \$976.81. If the Board appoints a director, he shall receive an additional \$100.00 over the above salary. The 1983 summer school session is a part of this Agreement and it is expressly understood by both parties to relate back to the time period covered by this Agreement.

ARTICLE XII

MISCELLANEOUS PROVISIONS

If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following addresses:

1. If by the Association, to the President of the Board at
Holland Township School.

2. If by the Board, to the President of the Association at
Holland Township School.

The Board agrees to be responsible for the printing of the negotiation agreement.

ARTICLE XXIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1981 and shall continue in effect until June 30, 1983, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries and chief negotiators, and their corporate seals to be placed hereon, all on the day and year first above written.

By: *Cleavedon Beatty*
President, Holland Township Board
of Education

Dorothy Bigner
Secretary, Holland Twp. B.O.E.

Herbert B. Vogel
Chief Negotiator, H.T.B.O.E.

Margaret J. Solitare
President, Holland Township Education
Association

Phyllis B. Selfrich
Secretary, Holland Twp. Ed. Assoc.

Keith Holtzman
Chief Negotiator, H. T. E. A.

SCHEDULE A

Extra-curricular compensation shall be given for activities approved by the Superintendent requiring a teacher to remain beyond the in-school workday.

Extra-curricular compensation shall be given at the hourly rate of \$11.24 in the first year and \$12.44 in the second year for director and \$9.04 in the first year and \$10.01 in the second year for assistant. If the program has no director, compensation will be at the rate of \$10.14 in the first year and \$11.23 in the second year.

AIDES WAGE GUIDE

Aides shall be paid the following hourly rate:

Step 1. 1-5 years experience at the Holland Township School

1981-82 school year: \$4.61/hour

1982-83 school year: \$5.10/hour

Step 2. 6-12 years experience at the Holland Township School

1981-82 school year: \$4.72/hour

1982-83 school year: \$5.22/hour

SALARY GUIDE

1981-82

	A	B	C	D	E	F
	<u>Non-Degree</u>	<u>B. A.</u>	<u>B.A. +15</u>	<u>B.A. +30</u>	<u>M.A.</u>	<u>M.A. +30</u>
1.	9,000	11,500	12,000	12,500	13,000	13,500
2.	9,766	12,198	12,500	12,960	13,622	14,383
3.	10,860	12,850	13,000	13,545	14,096	15,159
4.	11,832	13,800	13,878	14,531	15,307	16,363
5.	12,722	14,823	14,901	15,554	16,347	17,403
6.	13,674	15,876	15,777	16,714	17,585	18,751
7.	14,218	16,483	16,639	17,364	18,240	19,306
8.	14,551	16,890	17,200	17,752	18,646	19,701
9.	14,914	17,280	17,500	18,145	19,008	19,859
10.	15,289	17,743	17,960	18,568	19,474	20,315
11.	15,744	18,249	18,275	19,004	19,912	20,755
12.	16,160	18,598	18,713	19,443	20,349	21,192
13.	16,562	19,035	19,181	19,880	20,785	21,632
14.	17,098	19,607	19,723	20,484	21,328	22,201
15.	17,634	20,162	20,307	21,067	22,018	22,786
16.	18,172	20,774	20,890	21,621	22,494	23,368

Longevity Policy Based on Years in the Holland Township School District

Longevity pay increases will be added to the effective salary guide in the amounts listed below for continuous uninterrupted service in the Holland Township School District. At the beginning of the appropriate year the indicated amount will be added to the effective salary guide figure for that year.

16th year

\$300

20th year

\$200

25th year

\$250

Senior Service Increment 1981-82, 1982-83

Individuals who have been on Step 16 for one year or more shall be given a senior service of at least 8.9% above the previous year's salary.

SALARY GUIDE

1982-83

	A	B	C	D	E	F
	<u>Non-Degree</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+30</u>
1.	9,000	13,000	13,500	14,000	14,500	15,000
2.	9,766	13,307	13,657	14,164	14,873	15,681
3.	10,860	13,992	14,204	14,792	15,406	16,541
4.	11,832	15,018	15,129	15,834	16,662	17,818
5.	12,722	16,095	16,235	16,950	17,816	18,972
6.	13,674	17,241	17,211	18,206	19,152	20,418
7.	14,218	18,006	18,094	18,966	19,927	21,100
8.	14,551	18,470	18,795	19,415	20,337	21,548
9.	14,914	18,899	19,148	19,845	20,745	21,743
10.	15,289	19,401	19,639	20,305	21,296	22,214
11.	15,744	19,893	19,953	20,781	21,720	22,697
12.	16,160	20,290	20,462	21,261	22,198	23,176
13.	16,562	20,760	20,975	21,740	22,675	23,657
14.	17,098	21,373	21,500	22,388	23,257	24,268
15.	17,634	21,979	22,193	22,970	24,001	24,906
16.	18,172	22,705	22,832	23,576	24,519	25,544

Longevity Policy Based on Years in the Holland Township School District

Longevity pay increases will be added to the effective salary guide in the amounts listed below for continuous uninterrupted service in the Holland Township School District. At the beginning of the appropriate year the indicated amount will be added to the effective salary guide figure for that year.

<u>16th year</u>	<u>20th year</u>	<u>25th year</u>
\$300	\$200	\$250

Senior Service Increment 1981-82, 1982-83

Individuals who have been on step 16 for one year or more shall be given a senior service increment of at least 8.9% above the previous year's salary.

Summer School: After the 1981-83 Contract, the summer school salaries paid for the 1983 summer session will be included in the base figure and multiplied by the percentage increase in order to arrive at a total dollar increase for the next negotiated year.